KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN ERP/PM 02 2011

TENDER FOR SUPPLY OF COMPUTER HARDWARE

Kenya Electricity Generating Company Limited
Stima Plaza, Kolobot Road, Parklands
P.O BOX 47936, 00100
NAIROBI.
Website: www.kengen.co.ke

January, 2011

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SECTION A

INVITATION TO TENDER

The Company invites sealed tenders from suppliers to **Tender for Supply of computer hardware** whose specifications are detailed in the Tender Documents.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Manager,
Tel: (254) (020) 3666000
Fax: (254) (020) 3666200
Email: pkimemia@kengen.co.ke
Cc: ckiara@kengen.co.ke
jombongi@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs. 3,000.00** paid in cash or through a banker's cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke, and the **payment evidence MUST be submitted with the tender document**. Bidders who download the tender document from the website **must forward their particulars immediately for records and any further tender clarifications and addenda** and will be required to pay a reduced fee of **KShs. 2,000.00**

Tenders MUST be accompanied by a security in the form and amount specified in the tender documents, and must be submitted in a plain sealed envelope and marked **"*TENDER FOR SUPPLY OF COMPUTER HARDWARE*** and addressed to:

Company Secretary/Legal & Corporate Affairs Director
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI.

On or before: **1st February 2011** at **3.00 p.m.**

Tenders shall be opened on **1st February 2011** at **3.30 p.m.** in the presence of the Tenderers' representatives who choose to attend at Stima Plaza Phase III, Executive committee room 7th floor**,** at our Central Office.

SUPPLY CHAIN MANAGER

SECTION B

GENERAL INFORMATION

INTRODUCTION

1. Eligible Tenderers

1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the tender documents. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Service Agent

2.1 All consumable materials and spares used under the contract shall have their origin in eligible source countries.

2.2 For purposes of this clause, "origin" means the place where the materials are mined, grown, or produced, Materials are produced, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of materials is distinct from the nationality of the tenderer.

3. Cost of Tendering

3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4 Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

(i) Invitation for Tenders
(ii) General information

(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(vi) Schedule of requirements, Technical Specifications and price schedule
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form

4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.

5. Clarification of Documents

5.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Employer's address indicated in Tender Data Sheet. The Employer will respond in writing to any request for clarification of the Tender documents which it receives no later than **Five (5) days** prior to the deadline for the submission of Tenders prescribed in the Tender Data Sheet. Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the Tender documents.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing (email in PDF format or by facsimile), and such amendment will be binding on them.

6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

8. Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

(a) A tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with paragraph 13 that the materials and spares to be used by the tenderer for the services contract conform to the tender documents; and

(d) Tender security furnished is in accordance with paragraph 14

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the materials and spares, their country of origin, quantity, and prices.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other payables:

10.3 For local suppliers, prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) to Stima Plaza.

10.4 For foreign suppliers, prices indicated on the Price Schedule shall be Cost & Freight (CFR).

10.5 Prices quoted by the Tenderer shall be fixed during the term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in Kenya Shillings or in another freely convertible currency.

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to Section 1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under Section I.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

(a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;

(b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Goods' Eligibility Conformity to Tender Document.

13.1 Pursuant Section I, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all materials and spares, which the tenderer proposes to use under the contract.

13.2 The documentary evidence of the eligibility of the materials and spares shall consist of a statement in the Price Schedule of the country of origin of the materials and spares offered which shall be confirmed by a certificate of origin issued at the time of shipment.

13.3 The documentary evidence of conformity of the materials and spares to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of goods;

(b) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender**, a tender security in the amount of 10% of the total tender price.**

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by

a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

To sign the contract in accordance with paragraph 30
or
(i) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall be evaluated and concluded within **ninety 90** days, however prices shall remain valid for **360** days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 The tenderer shall prepare **THREE (3)** copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPIES OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature,

shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall be addressed to the Procuring entity at the following address:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Company Limited
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936-00100
NAIROBI, KENYA.

(b) Bear, **"TENDER FOR SUPPLY OF COMPUTER HARDWARE"** the Invitation for tenders (IFT), and the words: "**DO NOT OPEN BEFORE 1ST FEBRUARY 2011 AT 3.30 P.M."**

17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18. **Deadline for Submission of Tenders**

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **1st February 2011 at 3.00 p.m.**

18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may

also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

19.3 No tender may be modified after the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **1st February 2011 at 3.30 p.m.** on 7th floor, Executive Room, Stima Plaza, Phase III, Kolobot Road, Parklands.

20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance.

20.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Electricity Generating Company Limited, at its discretion, may consider appropriate, will be announced at the opening.

20.4 The Procuring entity will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

21.2 Any effort by the Tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

22. Preliminary Examination

22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender

security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

23.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 The comparison shall be of the price to including all costs, as well as duties and taxes payable on all the materials to be used in the provision of the services.

23.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 23.4 and in the technical specifications:

(a) One year delivery plan proposed in the tender;
(b) Manufacturers Authorization Form
(c) Deviations in payment schedule from that specified in the Special Conditions of Contract;

23.4 Pursuant to paragraph 23.3 the following evaluation methods will be applied:

(a) *Delivery Schedule.*
The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.

(b) *Deviation in payment schedule.*
Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

24. Contacting the Procuring entity

24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

25. Post-qualification

25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer', pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. Procuring entity's Right to Vary quantities

27.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. Procuring entity's Right to Accept or Reject Any or All Tenders

28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

31. Performance Security

31.1 Within fifteen (15) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i)"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b)Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c)Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between KenGen and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(a) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(b) "The Supplier" means the individual or firm supplying the goods under this Contract.

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to KenGen under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by KenGen for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were manufactured or produced.

3.2 The origin of the Goods is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without KenGen's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KenGen in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

5.2 The Supplier shall not, without KenGen's prior written consent, make use of any document or information enumerated in Clause 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of KenGen and shall be returned (all copies) to KenGen on completion of the Supplier's performance obligations under the Contract if so required by KenGen.

6. Patent Rights

6.1 The Supplier shall indemnify KenGen against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

7. Performance Security

7.1 Within fifteen (15) days after signing of the Contract award, the Supplier shall furnish to KenGen the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to KenGen as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KenGen and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KenGen, in the form provided in the tender document.

7.4 The performance security will be discharged by KenGen and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 KenGen or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KenGen shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KenGen.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, KenGen may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to KenGen.

8.4 KenGen's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by KenGen or its representative prior to the Goods' delivery.

8.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country

Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.

9 Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by KenGen in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract

12. Warranty

12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

12.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

12.3 KenGen shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within the period specified in Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KenGen.

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in Special Conditions of Contract, within a reasonable period, KenGen may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KenGen may have against the

Supplier under the Contract.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.

13.2 Payments shall be made promptly by KenGen as specified in the Contract.

14. Prices

14.1 Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices quoted by the Supplier in its tender.

15. Assignment

15.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with KenGen's prior written consent.

16. Subcontracts

16.1 The Supplier shall notify KenGen in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

17. Termination for Default

17.1 KenGen may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:

(a) If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, or within any extension thereof granted by KenGen.

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of KenGen has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

17.2 In the event KenGen terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to KenGen for any excess costs for such Goods.

18. Liquidated Damages

18.1 If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, KenGen shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods for each week of delay until actual delivery, up to a maximum deduction of 10% of the delivered price of the delayed Goods. After this KenGen may consider termination of the Contract.

19. Resolution of Disputes

19.1 KenGen and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

20. Language and Law

20.1 The language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

21. Force Majeure

21.1 The Supplier shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION D

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

(a) **"**Goods" means **SUPPLY OF COMPUTER HARDWARE**

(b) The "Procuring entity" is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi. Kenya** and includes the Purchaser's legal representatives successors or Assigns.

2. Applications

2.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

7. Performance Security

7.1 The Performance Security shall be in the amount of **10% of the total Contract Price.**

7.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.

7.3 Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign suppliers and, a minimum of **30** days after delivery in case of Local Suppliers.

7.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract.

12. Payment

The credit period shall be:-

12.1(a) For **local suppliers**, Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.

(b) For **overseas suppliers**, payments shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

12.2(a) For Local Suppliers

Payment shall be made through Kenya Electricity Generating Company's cheque or telegraphic transfer for the amount of contract. The terms shall be:-

(i.) Strictly Delivered and Duty Paid (**DDP**), to KenGen stores.

(b) For Foreign Suppliers
Payment shall be through an LC under the following conditions:-

(i) The supplier shall be required to meet all LC bank charges incurred in their country, while KenGen shall meet those incurred in Kenya

(ii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier hall be to the Beneficiary's account.

(i) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.

(ii) Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and Procuring Entity's bank shall be to the Beneficiary's account.

(iii) The LC shall be opened only for the specific Order within the validity period of the contract

(iv) LCs shall be partial for partial deliveries or full for one delivery as per the contract.

(v) The Supplier shall be required to submit a proforma invoice for each lot or schedule for use in the placement of order and opening of the LC. The Proforma Invoice shall be on total Cost and Freight (CFR) basis showing the freight charges separately from the Free on Board (FOB) cost. KenGen will meet the Freight Insurance cost.

(vi) A copy of the Performance Security, stamped and certified as authentic by the Procuring entity, whose expiry date should **not be less than 30 days from the L.C**. **expiry date,** shall form part of the documents to be presented to the Bank before any payment is made.

(c) Advance Payment
Advance Payment is not applicable.

SECTION E

SCHEDULE OF REQUIREMENTS TECHNICAL SPECIFICATIONS, & PRICE SCHEDULE

1.0 SCHEDULE OF REQUIREMENTS

1.1 Introduction

KenGen has an integrated Plant Control, SCADA and Plant Information system for the Seven Forks power stations and Turkwel power station. The SCADA system acquires and exchange data with each of the power plant control systems and, via the telecommunication links, exchanges the acquired data with Kamburu Control Centre. The SCADA system allows the remote control of the generators from Kamburu Control Centre as well as managing and displaying data from the power plants.

From other power plants KenGen has in place localized Distributed control systems (DCS). A Solution to relay DCS data to the Existing Plant information has been sought, and can only be successful with the specified Hardware in place.

1.2 Scope of Works

The scope of work shall include;

- ✓ Supply, design and installation of the hardware as indicated in the technical specification - section 1.3
- ✓ Supply of all the documentation and the recovery media for the assembled hardware

  The delivery H/ware check list shall include;
  - Four (4) industrial computers
  - Two (2) KVM switches
  - Two (2) CISCO 3800 series routers
  - Two (2)22U cabinets
  - Two (2) 17'' TFT monitors
  - Four (4)industrial switches
  - Two (2) USB standard industrial Keyboards
  - Two (2)USB Mouse

  The delivery of documentation shall include and not limited to;
  - Operations and user manual in English language
  - Engineering and maintenance manual
  - Drawings
  - Configuration manuals

1.2.1 ACCEPTANCE BEFORE DELIVERLY

a) Client representatives shall make a visit to the vendor to inspect and assess the functionality of the assembled hardware. The cost of visit shall be borne by the Client.

b) The contractor's test schedule shall include comprehensive checklist for all the stated hardware, functionality and confirmation of the OEM license certificates.
c) Preliminary tests shall include
   - ✓ Inspection of change over between the industrial computers using the KVM switch and correct functionality of the input devises.
   - ✓ Proof of correct connection and neat tidy arrangement of cables

1.2.2 DELIVERLY

The contractor shall execute the scope not later than three weeks (21 days) after the tender award and signing of the contract.

2.0 TECHNICAL SPECIFICATIONS

2.0.1 22U CABINET

Quantity required = 2

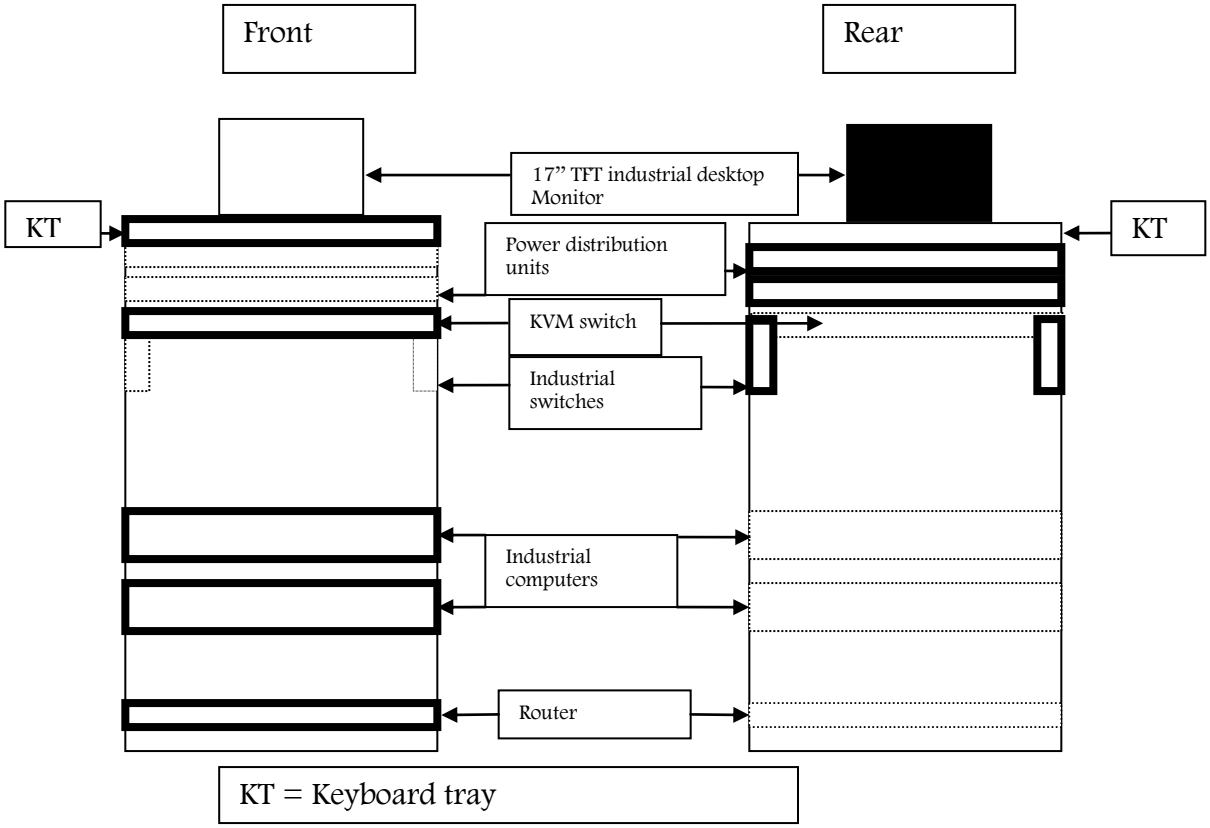
The 22u cabinet must meet the following specifications and is the one to be used to assemble the devices as stated. Blanking for the unoccupied spaces shall be provided for both the front and the back side of the cabinet.

Item	Part	Minimum specs
1	Size	22u (600mmX900mmX1166mm) WxDxH
3	Colour	Smooth Spray with black finish
4	Front and rear doors	Perforated and lockable with keys
5	Material	Steel
6	cooling	Fan with vent guard and air filter
7	Earth line	To be included
8	Cable entrance	Bottom and top vent with adjustable openings.
9	Keyboard tray	Sliding keyboard tray -900m deep

2.0.2 ASSEMBLY

The assembly of the devices shall be done as per the given specifications of the H/ware and in accordance with the attached sketch.(see sketch1)

Sketch1.



2.0.3 INDUSTRIAL COMPUTERS

Quantity required = 4

The industrial computers required must be rated to run 24/7, 365 days a year to be used for KenGen's control system. The minimum specifications are as attached.

Item	**Minimum specs**
Construction type	19" rack, 4 height units
Processor	Intel Pentium 4 551 3.4 GHz, 800 MHz FSB
Main Memory	1GB
Spare slots for expansions	4 x PCI (long 1 x PCI Express x16 2 x PCI Express x1
Graphics	on board

Operating system	Windows XP Professional Multi language
PROFIBUS / MPI	12 Mbit/s (compatible to CP 5611), optional
Ethernet	2 x 10/100/1000 Mbit/s
Monitor	17'' TFT monitor
Keyboard & Mouse	USB
USB	6 x USB 2.0 (high current), of which 2 x front (optional)
Audio	Yes
VGA card	1 x
Hard disks	2 off x 120 GB Pluggable SATA Hard Disk Drives configured for RAID 1 (mirrored)
Optical drives	DVD-ROM DVD-ROM/CD-RW DVD±R/RW
Slots	6 x (2 x internal, 4 x front)
Ambient temperature during Operation	5 - 40 °C
Support and Recovery Media	To be provided
Warranty	3 years warranty or manufacturer's warranty whichever is longer

2.0.4 INDUSTRIAL SWITCHES

Quantity required = 4

The industrial computers required must be rated to run 24/7, 365 days a year to be for KenGen's control system. The minimum specifications are as attached.

Item	**Minimum specs**
Ports	
Attachment of DTEs or network components	4 x RJ-45 sockets with MDI-X pinning 10/100 Mbps (half/ full duplex)

over twisted pair	
Connection of further network components over FOC.	2 x 2 BFOC sockets (100 Mbps, full duplex to 100BaseFX)
Connector for power supply	1 x 4-pin plug-in terminal block
Connector for signaling contact	1 x 2-pin plug-in terminal block
Electrical Data	
Power supply	2 x 24 V DC (18 - 32 V DC) safety extra-low voltage (SELV)
Power loss at DC 24 V	4.2 W
Current consumption at rated voltage	175 mA
Overvoltage protection at input	PTC resettable fuse (0.6 A / 60 V)
Permitted Cable Lengths	
Network span parameter/TP cable length	
0 – 100 m	IE FC TP standard cable with IE FC RJ-45 plug 180 or IE FC outlet RJ-45 with IE FC TP standard cable (0 - 90 m) + 10 m TP cord
0 – 85 m	IE FC TP marine/trailing/flexible with IE FC RJ-45 plug 180 or IE FC TP marine/trailing/flexible cable (0 - 75 m) + 10 m TP cord
0 - 3000 m	Glass FOC 62.5/125 µm or 50/125 µm glass fiber; ≤ 1 dB/km at 1300 nm; 600 MHz x km; 6 dB max. permitted FO cable attenuation with 7 3 dB link power margin
Permitted Environmental Conditions / EMC	
Operating temperature	0 °C through +60 °C
Storage/transport temperature	-40 °C through +80 °C
Relative humidity in operation	‹ 95 % (no condensation)

Operating altitude	2000 m at max 56 °C ambient temperature 3000 m at max. 50 °C ambient temperature
RF interference level	EN 50081-2 Class A
Degree of protection	Tested to IP30
MTBF	
MTBF	53.84 years
Construction	
Weight in g	780
Dimensions (W x H x D) in mm	60 x 125 x 124
Installation options	Standard rail S7-300 standard rail Wall Mounting
warranty	Three years or manufacturer's warranty whichever is longer

2.0.5 KVM SWITCH.

Quantity required = 2

The KVM switch required must be rated to run 24/7, 365 days a year to be used for KenGen's control system. The minimum specifications are as attached.

Item	**Minimum specs**
Computer Connections	4
CPU Port Selection	Front Panel Switches; Hotkey
Audio Port Selection	Hotkey
USB Port Selection	Hotkey
LEDs	
On Line	4 x Orange
USB Link	4 x Green
Console Connectors	
Keyboard	1 x USB Type A
Mouse	1 x USB Type A

Video	1 x HDB-15 female
Audio	1xMini-DINspeakerPort 1 x Mini DIN Microphone port
Console PS/2 to USB Adapter	2x PS/2 for mouse and keyboard 1 x USB Type A
CPU Connectors	
KVM data	4 x SPDB - 15 female
Audio	1xMini-DINSpeakerPort 1 x Mini DIN Microphone port
USB Peripherals	2 x USB Type A
Firmware Upgrade	1 x RJ-11 socket
Power Adapter	1 x DC 5V jack
Scan Interval	1 - 99 secs. (5 secs. default)
Maximum Video Resolution	2048 x 1536
Warranty	Three years or manufacturer warranty whichever is longer

2.0.6 POWER DISTRIBUTION MODULE

The power distribution unit could be installed as shown in the design layout or vertically along the cabinet as long as it meets the criteria below.

- ✓ The cable rating to the main UPS can support all the devices in the cabinet
- ✓ The socket outlet supports British plugs (3 pin) and must have a maximum of ten female 3 pin sockets
- ✓ The electric cable to the Ups must be long enough (at least 10M),3 core and terminated to a Circuit breaker in the main cabinet
- ✓ A breaker to the device supply is in place

2.0.7 Routers

The routers to be supplied are strictly Cisco routers 2811 integrated services routers.

2.0.8 17''branded Industrial TFT desktop monitors.

Quantity required – 2

The industrial monitors required must be rated 24/7, 365 days a year to be used for KenGen's control system. The monitors must be compatible with the supplied Industrial computers and must meet the following minimum specs.

Item	**Minimum specs**
Display	17'' LCD monitor
Panel type	TFT active
Mounting Option	Desktop
Resolution	VGA to SXGA
Max Resolution	1280x1024
Pixel Pitch	0.264 (H) x 0.264 (V)
Viewing Angle	• Horizontal: 160° • Vertical: 150°
Contrast Ratio	350:1
Brightness	300 cd/m2
Video Input	• Analog 0.7V p-p, NTSC/PAL • VGA video via female 15-pin HD connector. • DVI video via female DVI-D Single Link connector.
Life of Light Source	40,000 hrs
Colors Supported	16.7 million
Operating temperature	32°F to 104°F (0°C to 40°C).
Cables	Includes 6-foot VGA and 6.5 foot DVI video cable
AC input	110 or 220 VAC at 50 or 60 Hz via AC adapter

Power consumption	35W
MTBF	36,927 hrs
Dimensions	16x2.8x12.8
Warranty	At Least three years or manufacturer warranty whichever is longer

NB: For all the listed items the bidder shall forward the manufacturer's brochure detailing performance and technical specifications.

2.1 CUSTOMS AND IMPORT DUTIES

For the purpose of this Contract, the Contractor will clear and pay at port of entry all the Custom duty and taxes and deliver the materials to site.

2.2 SPARES DURING THE 36 MONTHS MAINTENANCE PERIOD

It is a condition of this contract that all malfunctioning items during the maintenance period, to start after the delivery date of all the H/ware, shall be replaced by the Contractor at his/her own cost provided that defects are not as a result of the Client's negligence.

If the H/ware fails within this period, the contractor shall replace the same with a new one and the warranty period for the new h/ware shall commence immediately.

2.3 WARRANTIES

The Hardware will be guaranteed for 3 years after delivery.

3.0 PRICE SCHEDULES

TENDER ITEM	**ITEM DESCRIPTION**	**UNIT PRICE Ksh.**	**TOTAL Ksh.**
2.0.1	**22U Cabinets**		
2.0.2	**Assembly charges**		
2.0.3	**Industrial computers**		
2.0.4	**Industrial switches**		
2.0.5	**KVM switches**		
2.0.7	**Cisco routers 2811 integrated services router series**		
2.0.8	**17'' Branded industrial TFT desktop monitors**		
TOTAL COST			
Discount %			
Total cost Less discount			

Warranty Period	**Industrial computers**	
	KVM switches	
	Cisco routers	
	Industrial monitors	
	Industrial switches	
Delivery Period		
Tenderer's Name		
Tenderer's Signature		

The **Mandatory Confidential Business Questionnaire** attached, shall be duly filled and signed by an authorized person and submitted with the bid. This shall be used mainly on firms which have not had any similar business with KenGen in the past.

The Tenderer who will not meet the above technical requirements shall automatically be disqualified.

SECTION F

TENDER FORM

Date: _____

To: **Kenya Electricity Generating Company**
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47946-00100,
NAIROBI, Kenya.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda no.s…… the receipt of which is hereby duly acknowledged, we, the undersigned, offer to tender for **SUPPLY OF COMPUTER HARDWARE** in conformity with the said tender documents for the sum of…… …… *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Electricity Generating Company Limited.

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

7. We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this _____ day of _____ 2011.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign tender for and on behalf of _

SECTION G

TENDER SECURITY FORM

(*to be on letter head of the Bank*)

Whereas……. *[name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated ……..*[date of submission of tender]* for the **SUPPLY OF COMPUTER HARDWARE** *[name and/or description of the goods]* (hereinafter called "the Tender") ……..……
……..
KNOW ALL PEOPLE by these presents that WE…….……
of…….. Having our registered office at …… (Hereinafter called "the Bank"), are bound unto Kenya Electricity Generating Company (KenGen. hereinafter called "the Procuring entity") in the sum of ……
For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____2011

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____
[Signature of the bank]

SECTION H

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2011 between **Kenya Electricity Generating Company Limited** *of Kenya* (hereinafter called "the Procuring entity") of the one part and…… of……. *[City and country of tenderer]* (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz **SUPPLY OF COMPUTER HARDWARE** and has accepted a tender by the tenderer for the supply of those goods in the sum of…… *[Contract price in words and figures]* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Tender Form and the Price Schedule submitted by the tenderer;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) The Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____(for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of_____

SECTION I

PERFORMANCE SECURITY FORM

(*to be on letter head of the Bank*)

To: Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI, KENYA

WHEREAS ……..*[name of tenderer]* (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____ *[reference number of the contract]* dated _____ 2011 to **SUPPLY OF COMPUTER HARDWARE** *(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of……
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits
of……
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____2011.

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]
N/B This performance security should be in the letterhead of the guaranteeing Bank

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

……

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name:……..……..……..
Certificate of Incorporation / Registration No. ……
Location of business premises: Country ……..…….
Physical address ……Town ……..……
Building……Floor……..
Plot No. ……Street / Road ……..…….……..……
Postal Address ……..……Postal / Country Code……
Telephone No's …… Fax No's. ……..……
E-mail address ……..……Website…….
Contact Person (*Full Names*) ……..……
Direct / Mobile No's. ……..
Title …… Power of Attorney (**Yes / No**). If **Yes,** attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc)* ……..…….

(Applicable to Local suppliers only)
Local Authority Trading License No. …… Expiry Date ……

Value Added Tax No.……..……

Value of the largest single assignment you have undertaken to date (***US$/KShs)*** ……..……
Was this successfully undertaken? **Yes / No**. ……(If **Yes**, attach reference)
Name (s) of your banker (s) ……..…
Branches …… Tel No's. ……..……

Part 2 (a) – Sole Proprietors

Full names ……..……..…….
Nationality …….. Country of Origin ……...……
*Citizenship details……..……..…….
Company Profile ……. (*Attach brochures or annual reports in case of public companies)*

Part 2 (b) – Partnerships

Give details of partners as follows:

	Full Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

Company Profile …….(*Attach brochures)*

Part 2 (c) – Registered Company

Private or public …….
Company Profile ……(*Attach brochures or annual reports in case of public companies)*
State the nominal and issued capital of the Company
Nominal KShs ……..…….
Issued KShs ……..…….
List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

	Full Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full Names ……Signature…….
Dated this ……day of ……2011.
In the capacity of ……
Duly authorized to sign Tender for and on behalf of ……

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a) ……..……..
b) ……..…..…
c) ……
d) ……

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed……
For and on behalf of M/s ……..
In the capacity of …….
Dated this ……day of ……2011.
Suppliers' / Company's Official Rubber Stamp ……

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) ……
b) ……
c) ……
d) ……

For and on behalf of M/s ……
In the capacity of ……
Dated this ……day of ……2011
Suppliers' / Company's Official Rubber Stamp ……

Part 2 (g) – Interest in the Firm:

Is there any person / persons in KenGen or any other public institution that has interest in the Firm? Yes / No? …….. (*Delete as necessary)*

	Institution	Title	Signature	Date
1				
2				
3				
4				

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							

Note: The contact person should be at the level of director.

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Procurement Entity authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names ……
Signature……
For and on behalf of M/s ……
In the capacity of ……
Dated this ……day of ……2011.
Suppliers' / Company's Official Rubber Stamp ……

*Attach proof of citizenship
* Attach certified copies of the following documents:

a) Previous orders from companies supplied before
b) Certificate of Incorporation / Registration
c) Tax Compliance Certificate (for local suppliers)
d) VAT Certificate (for local suppliers)
e) Audited Financial Statements / Accounts for the last two (2) years
f) Valid Local Authority / Trade License (for local suppliers)
g) The Power of Attorney
h) The Power of Attorney)

***The above documents should be submitted if they are applicable to bidder.**